

**THIS MEMORANDUM OF UNDERSTANDING CONSTITUTES AGREEMENT BETWEEN THE WILKES-BARRE AREA LOCAL 175 APWU AND MANAGEMENT OF THE UNITED STATES POSTAL SERVICE AT THE NANTICOKE POST OFFICE, NANTICOKE, PENNSYLVANIA 18634.**

**1. ADDITIONAL OR LONGER WASH-UP PERIODS.**

The amount of wash-up time granted shall be reasonable based on the type of work performed.

**2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE (5) DAYS WITH EITHER FIXED OR ROTATION DAYS OFF.**

The work week of full time regular clerks will consist of five (5) days with fixed and/or rotating days off.

**3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDER OF LOCAL AUTHORITIES OR AS LOCAL CONSIDERATIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.**

When National, State or Local emergencies are declared and local travel is banned, employees of the Clerk craft will not be expected to violate lawful travel bans. When local weather conditions are such that travel advisories and/or warnings are issued, management will give consideration to the health and safety of the employees with reasonable consideration for the obligations to the public as a service organization. Management will maintain a liberal policy towards employees requesting Emergency Annual Leave during periods of severe storm and weather watches and warnings. Management will be responsible to post the names of a local radio and TV station for employees to get information and updates on weather related issues.

**4. FORMULATION OF LOCAL LEAVE POLICY**

Within the first two (2) weeks of January, management will meet with the APWU designee to review service needs and to determine a final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s).

**5. THE DURATION OF THE CHOICE VACATION PERIOD**

The clerk craft choice vacation period will be from the First full pay period week of each new leave year and continue through the last fall week in November and the period of December 26<sup>th</sup> through December 31<sup>st</sup>. Employees taking a vacation week must take the full 40 hours in a full work week or 32 hours in a holiday week of annual leave, as appropriate. It is agreed that non-scheduled days are not part of the vacation week. Employees wishing to be available for work on a non-scheduled day prior to or following their vacation week must so inform management.

**6. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.**

The beginning day of an employee's vacation during the choice period will be Monday, except for the period of December 26<sup>th</sup> through December 31<sup>st</sup>.

**7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.**

Employees who earn thirteen (13) days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The employee, at their option, may request two (2) selections in units of five (5) working days each, the total not to exceed ten (10) days. Employees who earn twenty (20) or twenty-six (26) days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The employee, at

their option, may request two (2) selections, in units of either five (5) or ten (10) working days, the total not to exceed fifteen (15) days.

**8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.**

An employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State, or Regional Convention during the choice vacation period is eligible for another available period provided this does not deprive any other employee of their choice for scheduled vacation.

**9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.**

Up to twenty (20) percent of the total clerk complement shall receive leave each week during the choice vacation period. Should the fractional product result in .50 or less, the lesser whole number will be used.

**10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER.**

All applications for such choice period annual leave shall be submitted in duplicate at the time of the selection. The duplicate copy will be returned to the employee indicating the official action taken within one (1) week of completion of each round selection.

**11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE NEW LEAVE YEAR.**

Employees will be notified of the beginning of the new leave year by a posting when announced in the Postal Bulletin.

**12. PROCEDURES FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE OTHER THAN THE CHOICE VACATION PERIOD.**

No request for leave less than forty (40) hours, thirty-two (32) hours in a Holiday week, will be acted upon more than thirty (30) days in advance. If applications are received on the same date, seniority will prevail if leave is granted. When annual leave is requested a form 3971 must be submitted in duplicate and personally handed to the supervisor. Failure of the supervisor to notify the employee within seventy-two (72) hours of submission of the form 3971 advising him/her of approval disapproval, will result in automatic approval. When an employee reports off on emergency annual leave, they must speak with the supervisor on duty and explain the type of emergency and duration

**13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.**

1. Casuals or any future non-career employee, even if overtime is necessary.
2. PTF employees, even if overtime is necessary.
3. Volunteers on their designated holiday, by seniority.
4. Volunteers on their non-scheduled day, by seniority.
5. Non-volunteers on their designated holiday, by juniority.
6. Non-volunteers on their non-scheduled day, by juniority.

**14. WHETHER THE OVERTIME DESIRED LIST IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.**

For the purpose of overtime selection will be by section. A section is considered "installation wide."

**15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY**

None designated.

16. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.

In assigning light duty assignments, no full time employee is to be adversely affected.

17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

Every effort will be made to assign clerical personnel to light duty functions within their own craft, provided such work is available and within the physical limitations of the individual concerned. Management does not guarantee eight (8) hours of work in any light duty assignment.

18. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN THE INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

A section under this article is to be the entire Nanticoke installation.

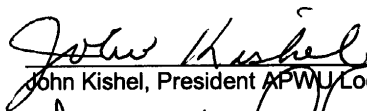
19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Space available for use of employees on Postal property will be on a first come, first served basis. That space available consists of that area which is excess to the needs of Postal vehicles and customers.

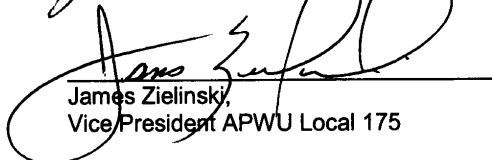
20. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.

Annual leave to attend union activities shall be part of the total choice vacation plan.

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO IN ACCORDANCE WITHIN THE PROVISION OF ARTICLE 30 OF THE NATIONAL BARGAINING AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE WILKES-BARRE AREA LOCAL 175 OF THE AMERICAN POSTAL WORKERS UNION FOR THE TERM OF THE NOVEMBER 21, 2010 TO MAY 20, 2015 COLLECTIVE BARGAINING AGREEMENT UNLESS EXTENDED BY THE PARTIES AT THE NATIONAL LEVEL.

  
John Kishel, President APWU Local 175

  
Melissa Berti, Postmaster

  
James Zielinski,  
Vice President APWU Local 175

Date signed 10/17/11